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November 9, 2004

*VIA FACSIMILE (202-219-3923)
& OVERNITE COURIER*

Kathleen Dutt, Esquire
Office of the General Counsel
Federal Election Commission
999 E Street, NW, Room 657
Washington, DC 20463

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

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**RE: MUR 5158: BRADY CAMPAIGN TO PREVENT GUN VIOLENCE,
THE BRADY CAMPAIGN TO PREVENT GUN VIOLENCE-VOTER
EDUCATION FUND & MARK INGRAM, AS TREASURER**

Dear Ms. Dutt:

As discussed, for the reasons outlined below, the Brady Campaign to Prevent Gun Violence, the Brady Campaign to Prevent Gun Violence- Voter Education Fund and Mark Ingram, as treasurer (collectively "the Respondents") hereby request that the Federal Election Commission take no further action in connection with the unresolved alleged violations in MUR 5158, and close this matter.

**I. ALLEGED VIOLATION CONCERNING MS. BRADY'S
ENDORSEMENTS OF NELSON AND ROBB**

The information uncovered during this investigation clearly establishes that Jim and Sarah Brady personally endorsed Senate candidate Bill Nelson at a press conference in Miami, Florida on October 16, 2000, and similarly that the Bradys personally endorsed Senate candidate Charles Robb at a press conference in Arlington, Virginia on September 12, 2000. The prepared remarks of Jim and Sarah Brady delivered at both press conferences (copies of which were discovered and provided to your Office) reflect personal endorsements of the candidates by

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the Bradys. The four sets of remarks do not state or imply in any matter that the referenced endorsements were made on behalf of Handgun Control, Inc. ("HCI").¹

Moreover, Ms. Brady recently submitted a statement to your Office in response to your questions regarding the Nelson endorsement (a copy of the Statement is attached). Therein, Ms. Brady states that she and her husband went to Miami, Florida in October, 2000 to personally endorse Bill Nelson's candidacy for the U.S. Senate. Ms. Brady also states that "One can easily distinguish between my personal endorsement of a candidate and an endorsement made on behalf of HCI simply by looking at the words I use to make the endorsement. When I personally endorse a candidate, I state that "I endorse Candidate X" or words of that nature. When I publicize or discuss an HCI endorsement of a candidate, I speak of HCI's endorsement."

Accordingly, for the reasons outlined above, Respondents deny the allegation that Jim and Sarah Brady endorsed candidates Nelson and Robb on behalf of Handgun Control, Inc., thus resulting in alleged impermissible corporate contributions by Handgun Control, Inc.² Consequently, Respondents request that the Commission take no further action involving this allegation.

II. ALLEGED VIOLATION IN CONNECTION WITH TRAVEL EXPENSES OF TWO ASSISTANTS

Jim and Sarah Brady's travel has decreased over the last four years due to their respective health situations. As the Bradys are widely-recognized as the leading advocates for gun control in this country, Respondents attempt to piggy-back on any travel by the Bradys -- including personal, political travel and personal, non-political travel -- to promote the gun control issue. Thus, the organization will attempt to arrange local interviews, donor meetings and meetings with grass-roots activists wherever the Bradys may travel.

¹ As you are aware, in 2001, Handgun Control, Inc. changed its name to the Brady Campaign to Prevent Gun Violence.

² While Sarah Brady received compensation in 2000 from Handgun Control, Inc. to serve as its Chair, she had no set or minimum work hours, and did not keep time-records. Thus, as we believe your Office recognizes, there is no evidence that Ms. Brady was compensated by Handgun Control, Inc. for her time related to her personal endorsements of either Bill Nelson or Charles Robb.

In the fall of 2000, Handgun Control, Inc. paid the travel expenses for two assistants who accompanied Jim and Sarah Brady to Miami, Florida (neither of these individuals were traveling at the request of, or on behalf of, the Nelson Campaign). The travel expenses for the Bradys were paid for by the Handgun Control Voter Education Fund as in-kind contributions to the Nelson Campaign. This allocation of travel expenses between corporate and PAC funds was consistent with Handgun Control, Inc.'s objective to have every trip by the Bradys serve multiple purposes.

Due to the general passage of time (the Miami trip occurred over 4 years ago) and the fact that the individuals with the most knowledge of the trip have not worked for HCI for several years, and despite their best efforts, Respondents unfortunately have been unable to provide your Office with specific information regarding other meetings, press interviews or other activities related to the Bradys' Miami trip. This lack of specific evidence regarding additional activities does not prove that the allocation of travel expenses in 2000 between PAC and corporate monies was impermissible or unreasonable -- it simply reflects the reality that, at this point in time, Respondents have limited information on the details of the Miami trip.

Moreover, Ms. Brady's current recollections on this trip are also vague. Her Statement provides that "As a general matter, HCI is aware of my travel plans (including personal and non-HCI related trips) and regularly attempts to schedule HCI-related business in connection with my travel (such as meetings with actual and potential donor, meetings with grass roots activists and press interviews). It is likely that HCI-related meetings occurred in connection with my October, 2000 travel to Miami to personally endorse Bill Nelson, but, again I have no specific recollections regarding any such meetings."

Respondents have agreed to improve their record-keeping with respect to multi-purposed trips in the future. However, under the circumstances, Respondents request that the Commission take no further action in connection with alleged violations involving HCI's payment of certain travel expenses related to the October, 2000 Miami trip.

III. ALLEGED VIOLATIONS CONCERNING TWO WEBSITES

In 2000, Handgun Control, Inc. created and maintained websites with the domain names www.ashcroftandguns.com and www.mccollumandguns.com.

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These websites were created as "issue advocacy" websites for the purpose of raising awareness of Congressman McCollum and then Missouri Governor John Ashcroft's positions on gun control and thus requesting the public contact these public officials to voice disapproval of their positions.

These websites were not designed to include express advocacy. However, at some point prior to the November 7, 2000 General Election, express advocacy language and links to advertisements containing express advocacy mistakenly were added to the websites by either HCI vendors and/or employees.

Upon learning of the inclusion of express advocacy to the websites, the Handgun Control Voter Education Fund ("the Fund") paid the entire costs related to both websites, and filed appropriate independent expenditure reports with the Commission.

The express advocacy links/language added to these websites contained the disclaimers "Paid for by the Handgun Control Voter Education Fund". The additional disclaimer language required for independent expenditures ("and not authorized by any candidate or candidate's committee") was not included in the websites (probably because the websites were created as issue advocacy sites, and not designed to be independent expenditures).

In light of Respondents good faith actions upon learning of the inclusion of the express advocacy to the websites (by paying the entire costs of the websites from PAC monies and filing appropriate independent expenditure reports), Respondents request that the Commission take no further action in connection with the incomplete disclaimers on the two referenced websites.

IV. ALLEGED VIOLATION INVOLVING ANTI-ASHCROFT TELEVISION ADVERTISEMENT

In the fall of 2000, the Handgun Control Voter Education Fund ("the Fund") contracted with the media consulting firm of Fenn & King Communications, Inc. ("Fenn & King") to produce and place advertisements as independent expenditures by the Fund in opposition to John Ashcroft's Senate candidacy.

Fenn & King inadvertently did not include in the advertisement it produced and sent to various media outlets the complete disclaimer required for independent expenditure communications. The disclaimer in the commercial reads "Paid for by

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the Handgun Control Voter Education Fund.” It does not include the language “and not authorized by any candidate or candidate’s committee.”

Fenn & King was contractually obligated to complete and include proper FEC disclaimers in the advertisements it made and placed for the Fund. Paragraph 13 of the contract between the Fund and Fenn & King states “this Agreement contains the entire agreement between the parties and shall be governed by the Law of the District of Columbia. The parties agree that all services under this Agreement shall be performed in accordance with applicable laws, and, in particular, Federal Election Commission regulations concerning “independent expenditures” (underlining added). (Copy of the pertinent section of the contract is attached).

Further, Peter Fenn from then Fenn & King (this firm no longer exists) has acknowledged that the firm was responsible for the incomplete disclaimer. Respondents have requested a Statement acknowledging responsibility for the incomplete disclaimer from Mr. Fenn, and will forward the Statement to you upon receipt. In the meantime, you can reach Mr. Fenn at (202) 337-6995.

In the past, the Commission had declined to pursue matters against federal political committees where a required disclaimer was omitted due to the fault of a third party vendor who acknowledged responsibility for the mistake. See MURs 4145, 3179.

Thus, Respondents request that the Commission take no further action in connection with the incomplete disclaimer on the anti-Ashcroft commercial.

V. ALLEGED VIOLATIONS INVOLVING THE BUSH POP-UP WEB PAGE

Respondents respectfully disagree with the conclusion that the Bush “pop-up” web page on its Internet site in 2000 constituted express advocacy. The words “endorsing” and “supporting” are descriptive words to describe the position of certain opponents of gun control, not calls for action. Moreover, whether the website “in effect” calls for George Bush’s defeat is questionable. Further, to the best of the Respondents’ current knowledge, the costs associated with the “pop-up” web page were nominal—and less than \$250.

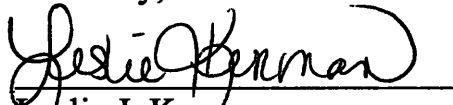
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Thus, for the reasons detailed above, Respondents request that the Commission take no further action with respect to alleged violations involving the Bush pop-up web page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leslie Kerman", written over a horizontal line.

Leslie J. Kerman

On behalf of Respondents Brady Campaign
to Prevent Gun Violence, the Brady
Campaign to Prevent Gun Violence- Voter
Education Fund and Mark Ingram, as
Treasurer

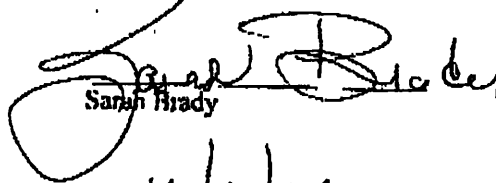
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STATEMENT
OF
SARAH BRADY

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1. My name is Sarah Brady, and I reside at
In calendar year 2000, I served as the Chair of Handgun Control, Inc. ("HCI"). I continue to serve as Chair of the organization (which, in 2001, was renamed the Brady Campaign to Prevent Gun Violence).
 2. I perform my services for HCI predominantly from my home. I do not have any type of set or minimum work hours, and I do not keep time records. I am compensated to be available to HCI at any time of day and night to work on gun control issues and to provide strategic, advocacy, development and organizational services and advice.
 3. On a personal basis, I am politically active. Every election cycle, numerous candidates request personal endorsements from myself and my husband Jim Brady, and we often make such personal endorsements.
 4. One can easily distinguish between my personal endorsement of a candidate and an endorsement made on behalf of HCI simply by looking at the words I use to make the endorsement. When I personally endorse a candidate, I state that "I endorse Candidate X" or words of that nature. When I publicize or discuss an HCI endorsement of a candidate, I speak of HCI's endorsement.
 - 5.
 - 6.
 7. I generally recall that Jim and I went to Miami, Florida in October, 2000 to personally endorse Bill Nelson's candidacy for the U.S. Senate. I vaguely remember the site of the endorsement but few other details (except that I generally remember a dinner we had in a restaurant in Miami).
 8. With respect to other trips in 2000 to endorse federal candidates, I vaguely recall a trip to New York City to endorse Hillary Clinton. It is certainly possible that I made additional trips, but I have no specific recollections regarding other trips.

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9. As a general matter, HCI is aware of my travel plans (including personal and non-HCI related trips) and regularly attempts to schedule HCI-related business in connection with my travel (such as meetings with actual and potential donor, meetings with grass roots activists and press interviews). It is likely that HCI-related meetings occurred in connection with my October, 2000 travel to Miami to personally endorse Bill Nelson, but, again I have no specific recollections regarding any such meetings.

Respectfully Submitted,


Sarah Brady

Date

10/1/04

and to forward such refunds to HCVEF as expeditiously as possible

- (c) F&K shall use all reasonable efforts to obtain station invoices in connection with all media purchased for HCVEF, and to reconcile all estimated media schedules to actual run affidavits
- (d) F&K shall provide a full reconciliation document to HCVEF within one-hundred twenty (120) days following the termination date of this Agreement (November 7, 2000). Thereafter, updated reconciliations shall be provided to HCVEF by F&K, only if required due to F&K's receipts of additional station invoices and station reconciliation documents
- (e) HCVEF shall have the right to review on F&K's premises, or another mutually-acceptable location, F&K's billing records, station invoices and other documents from media outlets related to F&K's media purchases for HCVEF. HCVEF shall have the right to make copies of any of the referenced documents, at HCVEF's expense
- (f) F&K agrees that, unless specifically authorized in writing by HCVEF, no monies transferred to it by HCVEF for media buys may be used by F&K to pay production and other reimbursable expenses (with the exception that media buy monies may be used to offset courier and delivery charges for forwarding spots to the media outlets).
- (g) The obligations set forth in Section 11(a), (b), (c), (d), (e) and (f) above shall survive the termination of this Agreement.

12. TIME DEVOTED TO ENGAGEMENT F&K shall devote all such time as is necessary for the performance of its duties hereunder

13. APPLICABLE LAWS This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. The parties agree that all services under this Agreement shall be performed in accordance with applicable laws, and, in particular, Federal Election Commission regulations concerning "independent expenditures."

14. PRIOR AGREEMENTS & MODIFICATIONS This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed. This Agreement may not be modified orally or in any manner other than by written agreement signed by both parties

15. OWNERSHIP OF WORK PRODUCT F&K agrees that all work product, television and radio ads, and other materials produced for HCVEF by F&K in furtherance of this Agreement become and remain the exclusive property of HCVEF (subject to all applicable licensing agreements with third parties and/or held by F&K). All copyright and any other rights in and to such materials shall belong to HCVEF, and F&K shall not have any right to retain or use such materials without the express written consent of HCVEF

16. NOTICE Any notice or other communications required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit

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